

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In Re: CHANNING ASHBY AND WANDA L ASHBY DEBTOR(S) Lakeview Loan Servicing, LLC MOVANT V. CHANNING ASHBY AND WANDA L ASHBY Debtor(s) SCOTT F. WATERMAN Trustee Respondent(s)	Chapter 13 Case Number: 24-13128-amc
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**MOTION FOR RELIEF FROM AUTOMATIC STAY WITH RESPECT TO PROPERTY:
623 WILTON AVENUE, SECANE, PA 19018**

Lakeview Loan Servicing, LLC, through its Counsel, McCalla Raymer Leibert Pierce, LLP respectfully requests the Court grant its Motion for Relief and in support thereof respectfully represents as follows:

1. Movant is Lakeview Loan Servicing, LLC (hereafter referred to as "Movant").
2. Debtor(s), Channing Ashby and Wanda L Ashby (hereinafter, "Debtors"), are upon information and belief, adult individuals who are the owners of the property located 623 WILTON AVENUE, SECANE, PA 19018.
3. On November 22, 2013, Channing Ashby, executed and delivered a Note in the principal sum of \$162,011.00 to Polonia Bank. A copy of the Note is attached as Exhibit "A" and is hereby incorporated by reference.
4. As security for the repayment of the Note, Channing Ashby ("Borrower"), executed and delivered a Mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for Polonia Bank. The Mortgage was duly recorded in the Office of the Commissioner of Records in and for Delaware County on December 18, 2013, as Instrument 2013082217. A copy of the Mortgage is attached as Exhibit "B" and is hereby incorporated by reference.
5. The Mortgage encumbers Debtors' real property located at 623 WILTON AVENUE, SECANE, PA 19018.
6. The terms of the Note were amended by a loan modification agreement entered into by and

between Wells Fargo Bank, N.A. and the Borrower made on December 18, 2017 (the “Loan Modification Agreement”). A copy of the Loan Modification Agreement is referenced as Exhibit “C”.

7. The terms of the Note were further amended by a loan modification agreement entered into by and between Lakeview Loan Servicing, LLC and the Borrower made on November 30, 2021 (the “Loan Modification Agreement”). A copy of the Loan Modification Agreement is referenced as Exhibit “D”.
8. By assignment of mortgage, the loan was ultimately assigned to LAKEVIEW LOAN SERVICING, LLC. A true and correct copy of the assignment is attached as Exhibit "E" and is hereby incorporated by reference.
9. Debtor(s) filed the instant Chapter 13 Bankruptcy on September 5, 2024 and, as a result, any state court proceedings were stayed.
10. Debtors’ mortgage loan is in default and is currently due for the February 1, 2025 payment and each subsequent payment through the date of the motion. Debtors have failed to make the following post-petition payments to Movant:

POST-PETITION PAYMENTS IN DEFAULT

Monthly Payments in Default.....			3/1/2025-5/1/2025
Due Date	Due Amount	# Months	
			Total Due
3/1/25-5/1/25	\$1,738.33	3	\$5,214.99
Suspense Balance:.....			(\$39.67)
Total Amounts Due as of May 7, 2025:			\$5,175.32

11. As a result of the Debtors’ default and failure to make payments or to otherwise adequately provide for Movant in the bankruptcy filing, Movant is not adequately protected and is entitled to relief.
12. As of May 7, 2025, the Unpaid Principal Balance of the loan is \$158,231.72. The total debt of the loan is \$178,646.18.
13. M&T Bank services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtors obtain a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Lakeview Loan Servicing, LLC. Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.
14. To the extent the Court does not find that relief is appropriate, then Movant requests that the stay be conditioned such that in the event the Debtor(s) fall(s) behind on post-petition payments or trustee payments that Movant may receive relief upon default by the Debtor(s) of the terms of the conditional order.

15. Movant requests that the stay of Bankruptcy Rule 4001(a)(4) be waived.

16. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant will incur legal fees and costs. Attorney fees and court filing costs not to exceed \$1,549.00 amount will be incurred for representation in this matter. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

WHEREFORE, Movant, Lakeview Loan Servicing, LLC, respectfully requests this Court to grant the appropriate relief under 11 U.S.C. §362 from the automatic stay as set forth in the proposed order together with waiver of Bankruptcy Rule 4001(a)(4).

Respectfully Submitted:

McCalla Raymer Leibert Pierce, LLP

By: /s/ Brian Nicholas

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